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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CHIALA MARVICI and YASMINE FADIL, :

Plaintiffs, :

-v- :

ROCHE FACILITIES MAINTENANCE  
LLC, LAURA AMORUSO, and STEPHEN  
ROCHE, :

Defendants. :  
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**ORDER**

21-CV-4259 (PAE) (JLC)

**JAMES L. COTT, United States Magistrate Judge.**

WHEREAS, Plaintiffs Chiala Marvici (“Marvici”) and Yasmine Fadil (“Fadil”) (collectively, “Plaintiffs”), filed the above-captioned action against Defendants Roche Facilities Maintenance LLC, Laura Amoruso (“Amoruso”), and Stephen Roche;

WHEREAS, on March 13, 2023, during a settlement conference I conducted, Plaintiffs and Amoruso reached a settlement in principle of Plaintiffs’ claims against Amoruso, subject to the Court’s approval of the parties’ Settlement Agreement (the “Agreement”);

WHEREAS, on April 12, 2023, Plaintiffs and Amoruso publicly filed the fully executed Agreement for the Court’s approval (Dkt. No. 73-1), along with a joint motion for approval of the Agreement (Dkt. No. 73), and Plaintiffs’ and Amoruso’s consent to my jurisdiction for review of the joint motion for approval of the Agreement (Dkt. No. 74);

WHEREAS, within the Agreement, Plaintiffs and Amoruso consented to the jurisdiction of the District Court for the Southern District of New York for the purposes of enforcing the Agreement;

WHEREAS, within the Agreement, Amoruso agreed to pay Plaintiffs, *inter alia*, a first installment payment on or before the first day of the month after the Court's approval of the Agreement;

WHEREAS, as an exhibit incorporated into the Agreement, Amoruso executed an Affidavit Confessing Judgment, to be filed with the Court in the event of her failure to make the payments to Plaintiffs described in the Agreement timely and in full;

WHEREAS, on April 13, 2023, I approved the Agreement and dismissed Plaintiffs' claims against Amoruso (Dkt. No. 76);

WHEREAS, Amoruso failed to make the first installment payment on or before May 1, 2023, and failed to timely cure her default after receiving notice of default;

WHEREAS, Plaintiffs have moved this Court for enforcement of the Agreement and entry of a judgment in their favor and against Amoruso ("Plaintiffs' motion") (Dkt. No. 81);

WHEREAS, the Court has considered all arguments made in support of Plaintiffs' motion;

WHEREAS, Amoruso has filed no opposition to the motion and the deadline for her to do so (June 27, 2023) has now passed (Dkt. No. 80); and

WHEREAS, the Court finds that Amoruso has breached the Agreement and, having been provided with notice of her breach, failed to cure the breach within the period provided for by the Agreement;

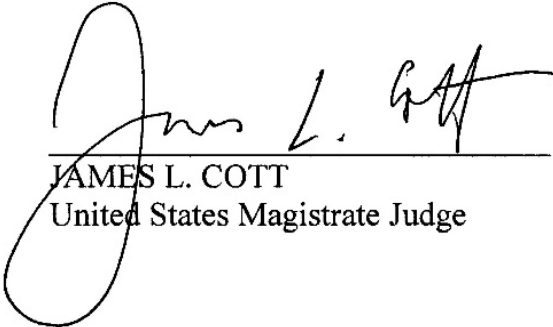
**IT IS HEREBY ORDERED**, as follows:

1. Judgment shall be entered in favor of Plaintiffs and against Amoruso;
2. Within five calendar days of entry of this Order, Amoruso shall pay Marvici the amount of \$35,000.00 pursuant to the Agreement, plus pre-judgment interest retroactive to May 1, 2023, the date of Amoruso's breach of the Agreement (as proposed by Plaintiffs), to the date of the entry of the judgment.
3. Within five calendar days of entry of this Order, Amoruso shall pay Fadil the amount of \$25,000.00 pursuant to the Agreement, plus pre-judgment interest retroactive to May 1, 2023, the date of Amoruso's breach of the Agreement (as proposed by Plaintiffs), to the date of the entry of the judgment.
4. The Clerk of the Court shall enter the attached judgment on the Court's docket; and
5. The judgment shall accrue interest at the rate of 9% per annum, until fully satisfied.

The Clerk is directed to close Docket No. 81 and mark it as “granted.”

**SO ORDERED.**

Dated: July 10, 2023  
New York, New York



A handwritten signature in black ink, appearing to read "James L. Cott", is written over a horizontal line. Below the line, the name and title are printed in a serif font.

JAMES L. COTT  
United States Magistrate Judge

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CHIALA MARVICI and YASMINE FADIL, :  
 :  
 :  
 : Plaintiffs, :  
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 :  
 : -v- :  
 :  
 : ROCHE FACILITIES MAINTENANCE :  
 : LLC, LAURA AMORUSO, and STEPHEN :  
 : ROCHE, :  
 :  
 : Defendants. :  
 :  
 :  
 -----X

**JUDGMENT**

(against defendant Amoruso)  
21-CV-4259 (PAE) (JLC)

**JAMES L. COTT, United States Magistrate Judge.**

WHEREAS, on May 12, 2021, Plaintiffs Chiala Marvici (“Marvici”) and Yasmine Fadil (“Fadil”) (collectively, “Plaintiffs”), filed the above-captioned action against Defendants Roche Facilities Maintenance LLC, Laura Amoruso (“Amoruso”), and Stephen Roche;

WHEREAS, on March 13, 2023, during a settlement conference I conducted, Plaintiffs and Amoruso reached a settlement in principle of Plaintiffs’ claims against Amoruso, subject to the Court’s approval of the parties’ Settlement Agreement (the “Agreement”);

WHEREAS, on April 12, 2023, Plaintiffs and Amoruso publicly filed the fully executed Agreement for the Court’s approval, along with a joint motion for approval of the Agreement, and Plaintiffs’ and Amoruso’s consent to my jurisdiction for review of the joint motion for approval of the Agreement;

WHEREAS, within the Agreement, Plaintiffs and Amoruso consented to the jurisdiction of the District Court for the Southern District of New York for the purposes of enforcing the Agreement;

WHEREAS, within the Agreement, Amoruso agreed to pay Plaintiffs, *inter alia*, a first installment payment on or before the first day of the month after the Court's approval of the Agreement;

WHEREAS, as an exhibit incorporated into the Agreement, Amoruso executed an Affidavit Confessing Judgment, to be filed with the Court in the event of her failure to make the payments to Plaintiffs described in the Agreement timely and in full;

WHEREAS, on April 13, 2023, the Court approved the Agreement and dismissed Plaintiffs' claims against Amoruso;

WHEREAS, Amoruso failed to make the first installment payment on or before May 1, 2023, and failed to timely cure her default after receiving notice of default;

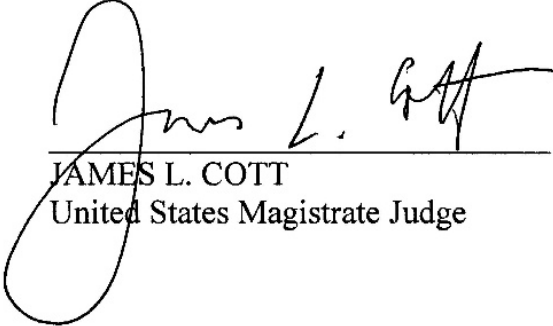
WHEREAS, Plaintiffs, having moved this Court for enforcement of the Agreement and entry of a judgment in their favor and against Amoruso, and the motion having been granted;

**IT IS ORDERED, ADJUDGED, AND DECREED**, that judgment is entered in favor of Marvici and against Amoruso in the amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), plus pre-judgment interest

retroactive to May 1, 2023, the date of Amoruso's breach of the Agreement (as proposed by Plaintiffs), to the date of the entry of the judgment, and post-judgment interest at the rate of 9% per annum; and

**IT IS ORDERED, ADJUDGED, AND DECREED**, that judgment is entered in favor of Fadil and against Amoruso in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), plus pre-judgment interest retroactive to May 1, 2023, the date of Amoruso's breach of the Agreement (as proposed by Plaintiffs), to the date of the entry of the judgment, and post-judgment interest at the rate of 9% per annum.

Dated: July 10, 2023  
New York, New York



JAMES L. COTT  
United States Magistrate Judge